

To: The Honorable Mayor and City Council

From: Ruby C. Johnson, Purchasing Director



Date: July 9, 2013

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND CDM SMITH INC., AS CONTRACTOR FOR THE PROVISION OF CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CITY OF NORTH MIAMI WINSON WATER TREATMENT PLANT, IN ACCORDANCE WITH THE REQUEST FOR QUALIFICATIONS NO. 38-09-10 CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, IN THE AMOUNT NOT EXCEED ONE HUNDRED NINETY EIGHT THOUSAND FIFTY DOLLARS (\$198,050.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

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**RECOMMENDATION**

Staff is requesting approval from the Mayor and Council to authorize the City Manager to award and execute an agreement with CDM Smith, Inc for Construction Engineering and Inspection Services (CE&I) for the Winson Water Treatment Plant: Filter Rehabilitation Project in the amount not to exceed \$198,050.

**BACKGROUND**

RFQ 38-09-10 was awarded to a group of prequalified vendors to provide various professional services. CDM Smith, Inc was selected from the list of vendors to perform this service. Work Orders are issued for each project on the contract.

The Filter Rehabilitation project is valued at approximately \$3,676,000 and the City has contracted with Poole & Kent Company of Florida to perform the construction work. CDM Smith with oversee the inspections to ensure that the contractor is constructing

the filters as they were designed. CDM will also certify the construction of the project and close the permits.

The Project components include the replacement of filter media, surface wash agitator system, under drain system and pipe gallery for existing Filters Nos. 1 through 4, including refurbishment and waterproofing of filter concrete basin interiors for leak suppression, with all ancillary accessories.

The construction period for this contract is 290 calendar days to Substantial Completion and 320 days to Final Completion Acceptance from issuance of the Contractor's Notice to Proceed.

**Attachments**

Resolution

Agreement

Proposal

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND CDM SMITH INC., AS CONTRACTOR FOR THE PROVISION OF CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CITY OF NORTH MIAMI WINSON WATER TREATMENT PLANT, IN ACCORDANCE WITH THE REQUEST FOR QUALIFICATIONS NO. 38-09-10 CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, IN THE AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND FIFTY DOLLARS (\$198,050.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on June 3, 2010, the City of North Miami ("City") advertised *Request for Qualifications #38-09-10, Continuing Professional Architectural & Engineering Services* ("RFQ"), for the purpose of retaining a pool of experienced, licensed and insured architectural and engineering firms to provide on a continuing as-needed, when needed basis, the following areas of specialized services: Architecture, Landscape Architecture, Civil Engineering, Planning and Urban Design, Traffic Engineering and Transportation Consulting, and Water Resource/Water Supply Related Services; and

**WHEREAS**, the RFQ was undertaken in accordance with Florida's Consultants' Competitive Negotiation Act, under Section 287.055, Florida Statutes; and

**WHEREAS**, in response to the RFQ, CDM Smith Inc. ("Contractor") submitted its sealed qualifications for the provision of professional Civil Engineering services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

**WHEREAS**, on September 15, 2010, the Mayor and City Council passed and adopted Resolution No. 2010-88, approving the selection of Contractor; and

**WHEREAS**, the City is in need of professional Construction Engineering and Inspection Services ("Services"), required for the improvements to the City Winson Water Treatment Plant ("Water Plant"), in accordance with the provisions of the RFQ; and

**WHEREAS**, the City administration respectfully requests that the Mayor and City Council authorize the City Manager to execute an agreement, in substantially the attached form, in order to proceed forward with the improvements to the Water Plant.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**      **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute an agreement, in substantially the attached form, between the City of North Miami and CDM Smith Inc., as contractor for the provision of Construction Engineering and Inspection Services for the City of North Miami Winson Water Treatment Plant, in accordance with Request for Qualifications No. 38-09-10 Continuing Professional Architectural and Engineering Services, in the amount not exceed One Hundred Ninety-Eight Thousand Fifty Dollars (\$198,050.00).

**Section 2.**      **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_\_ day of July, 2013.

\_\_\_\_\_  
LUCIE M. TONDREAU  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

|                                   |             |            |
|-----------------------------------|-------------|------------|
| Mayor Lucie M. Tondreau           | _____ (Yes) | _____ (No) |
| Vice Mayor Marie Erlande Steril   | _____ (Yes) | _____ (No) |
| Councilperson Scott Galvin        | _____ (Yes) | _____ (No) |
| Councilperson Carol F. Keys, Esq. | _____ (Yes) | _____ (No) |
| Councilperson Philippe Bien-Aime  | _____ (Yes) | _____ (No) |

**CITY OF NORTH MIAMI  
ARCHITECTURAL & ENGINEERING  
CONTINUING SERVICES AGREEMENT**

**(RFQ #38-09-10; Civil Engineering #000176 Water Resources / Work Order #6)**

**THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING CONTINUING SERVICES AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and **CDM Smith Inc.**, a foreign for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at One Cambridge Place, 50 Hampshire Street, Cambridge, MA 02139 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

**RECITALS**

**WHEREAS**, on June 3, 2010, the City advertised **Request for Qualifications No. 38-09-10, Continuing Professional Architectural and Engineering Services** ("RFQ"), for the purpose of retaining a pool of experienced, licensed and insured architectural/engineering firms to provide on a continuing as-needed, when needed basis, the following professional architectural/engineering services: Architecture, Civil Engineering, Environmental Engineering, Planning and Urban Design, Water Resources/Water Supply, Traffic Engineering and Transportation Consulting, and other related services as specified in the RFQ; and

**WHEREAS**, the RFQ was administered in accordance with the State of Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

**WHEREAS**, in response to the RFQ, Contractor submitted its sealed qualifications for the provision of professional Civil Engineering services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

**WHEREAS**, on September 15, 2010, the Mayor and City Council of the City of North Miami, passed and adopted Resolution No. 2010-88, approving the selection of Contractor for the provision of Civil Engineering services; and

**WHEREAS**, the City is in need of professional Construction Engineering and Inspection Services ("Services"), required for the improvements to the City Winson Water Treatment Plant ("Water Plant"), in accordance with the provisions of the RFQ; and

**WHEREAS**, the City Manager finds that entering into this agreement with Contractor for the provision of Services, is in the City's best interests.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

## **ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

## **ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's Request for Qualifications No. 38-09-10, Continuing Professional Architectural and Engineering Services, attached hereto by reference;

2.1.2 Contractor's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Contractor's proposal and scope of work for Construction Engineering and Inspection Services, dated June 30, 2013 ("Proposal"), attached hereto as Exhibit "A";

2.1.4 Any additional documents which are required to be submitted by Contractor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Contractor submitting its Qualifications or the right to clarify same shall be waived.

## **ARTICLE 3 – TERM**

3.1 Subject to authorized adjustments, the Term of this Agreement shall be Three Hundred Twenty (320) days from the date specified in the notice to proceed, unless terminated earlier by the City. Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor and the acceptance of Services by the City.

3.2 Minor adjustments to the time for performance which are approved in writing by the City in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

#### **ARTICLE 4 - COMPENSATION**

4.1 Contractor shall be paid an amount not to exceed One Hundred Ninety Eight Thousand Fifty and no/100 Dollars (\$198,050.00) as full compensation for Services, pursuant to Contract Documents. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

#### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Contractor executed by the Parties after execution of this Agreement. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.



#### **ARTICLE 6 - CITY'S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR**

7.1 Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

#### **ARTICLE 8 - DEFAULT**

8.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS**

9.1 Contractor shall be responsible for technically deficient designs, reports, or studies due to Contractor's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Contractor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

#### **ARTICLE 10 - INDEMNIFICATION**

10.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Contractor's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 11 - INSURANCE**

11.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

#### **ARTICLE 12 - OWNERSHIP OF DOCUMENTS**

12.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes. In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within 10 days from the date the Agreement is terminated.

12.2 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

#### **ARTICLE 13 - NOTICES**

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: CDM Smith, Inc.  
One Cambridge Place  
50 Hampshire Street  
Cambridge, MA 02139  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

For the City: City of North Miami  
Attn: City Manager  
776 N.E.125<sup>th</sup> Street  
North Miami, Florida 33161

With copy to: City of North Miami  
Attn: City Attorney  
776 N.E.125<sup>th</sup> Street  
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

#### **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:  
Corporate Secretary or Witness:

CDM Smith, Inc., a foreign for-profit corporation  
**"Contractor"**:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

City of North Miami, a Florida municipal  
Corporation:  
**"City"**

By: \_\_\_\_\_  
Michael A. Etienne  
City Clerk

By: \_\_\_\_\_  
Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Regine M. Monestime  
City Attorney

Exhibit "A"

Contract No. 38-09-10

Work Order No. 6

Ref # 000176 / Water Resources

**WORK ORDER ASSIGNMENT No. 6**

**PROFESSIONAL SERVICES  
FOR  
CITY OF NORTH MIAMI, FLORIDA**

**WINSON WATER TREATMENT PLANT  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**BY**

**CDM SMITH INC.**

**June 20, 2013**

The City of North Miami (City) executed a Professional Engineering Services Agreement (RFQ No. 38-09-10/000176) with CDM Smith Inc. (Consultant). This work order is being performed under the terms and conditions of the Agreement issued under the enabling resolution.

**PROJECT BACKGROUND**

The City has identified a need for construction engineering and inspection (CEI) services for the work titled Winson Water Treatment Plant: Filter Rehabilitation (City Project No. IFB No. 31-11-12) (Project).

The Filter Rehabilitation project is valued at approximately \$3,676,000 and the City has contracted (subject to notice to proceed) the following Contractor along with Firms to complete specific and limited professional services on the Project along with these CEI services:

Construction: Poole & Kent Company of Florida (Contractor)

Design Engineers: Hazen & Sawyer, P.C. (Engineer of Record)

Federal Wage Reporting: Black & Veatch Corporation (Special Reporting)

Construction Engineering & Inspection: CDM Smith Inc.

The Project components include the replacement of filter media, surface wash agitator system, under drain system and pipe gallery for existing Filters Nos. 1 through 4, including refurbishment and waterproofing of filter concrete basin interiors for leak suppression, with all ancillary accessories.

The construction period for this contract is 290 calendar days to Substantial Completion (SC) and 320 days to Final (completion) Acceptance (FA) from issuance of the Contractor's notice to proceed (NTP).

## **SCOPE OF WORK**

The following is a description of the basic CEI services to be provided under this Work Order.

### **TASK 1 - CONSTRUCTION MANAGEMENT SUPPORT SERVICES**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the work performed by the Contractor such that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions of the construction Contract Documents. The following tasks were identified for this Project:

#### **Subtask 1.1 - Project Construction Progress and Coordination Meetings**

The Consultant shall schedule and attend a meeting with any and all Environmental Liaison prior to the pre-construction conference and another meetings prior to Project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.

The Consultant shall attend and participate in periodic project progress and coordination meetings. This scope is based on the Consultant's Construction Manager (CM) attending monthly progress meetings and up to two (2) special meetings (with outside agencies, residents associations, other City departments, etc.) per month for the construction period, including follow-up tasks on action items assigned to the Consultant's CM.

#### **Subtask 1.2 - Construction Management Consult and Advise**

The Consultant shall coordinate the construction contract administration activities of all parties other than the Contractor involved in completing the Project. Services shall include the following:

- maintain a level of observation of Contractor's field activities;
- obtain interpretation of plans, specifications, and special provisions of the construction Contract;
- maintaining complete, accurate records of activities and events relating to the Project;
- properly documenting Project changes and potential changes;
- provide certifications as delineated on Attachment A; and
- advise of significant omissions in the design necessitating additional cost and time.

The Consultant shall advise the City of significant omissions, substitutions, defects and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

Consultant shall obtain or provide timely responses to City inquiries on the interpretation and clarification of the Contract Documents, and provide value engineering, technical advice and assistance to the City during the construction period. The Consultant shall help expedite responses to Contractor's RFIs related to technical interpretation of the drawings and specifications and requested changes to the Work and involve the project's Engineer of Record (EOR) where necessary. The Consultant shall provide

assistance to expedite the reviews by the EOR. The Consultant shall maintain an internal document control system to facilitate the tracking of these submittals during the construction period.

The following is a list of specific services to be performed by the Consultant:

- Verify that the Contractor is conducting inspections, preparing reports and monitoring storm water pollution prevention measures associated with the Project.
- Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, City's staff and contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including City and Local Government owned facilities.
- Prepare and submit to the City monthly, a Construction Status Report, in a format as approved by the City. Construction status report will include a discussion on progress and our opinion of impacts that may result in an extension of time and/or additional costs to the Project.

#### **Subtask 1.3 - Construction Manager (CM) Site Visits**

The Consultant will periodically observe the Contractor's work to determine the progress and quality of work. The Consultant shall provide periodic site visits at weekly intervals or as appropriate to the various stages of construction to observe site conditions and the work to determine whether the work is in conformance with the Contract Documents, and to assist CM reviews of Contractor's progress payments and schedule. The Consultant will identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies. Consultant shall provide a site trip report of the activities and outcome of the site visits.

#### **Subtask 1.4 - Startup Specialty Site Visits**

The Consultant shall provide site visits by specialty engineers as appropriate to the various stages of construction to supplement the EOR and observe/witness Contractor's startup of electromechanical equipment. Consultant shall provide a site trip report of the activities and outcome of the Contractor's startup activities.

#### **Subtask 1.5 - Review of Contractor Pay Applications and Schedules**

The Consultant shall review the Contractor monthly pay requests and make recommendations to the City for payment to the Contractor and review the Contractor's progress schedule and monthly progress schedule updates through the construction period and identify any inconsistencies, non-conformance, or scheduling conflicts/discrepancies, and make recommendations to improve the schedule where possible. The Consultant shall provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

#### **Subtask 1.6 - Change Management Assistance**

The Consultant shall review and evaluate Contractor change item proposals (maximum six items per change order) with requisite back up as determined by the City, assist with negotiations and recommend acceptance (as appropriate), which the City may accept, modify or reject upon review. Up to three (3) change orders (maximum six items per change order) are included in this subtask. The Consultant shall



correspond with the Contractor to obtain a fair and reasonable price for those items determined to be bonafide extra-work, not included in the unit price contract.

For changed field conditions, the Consultant shall issue a draft scope of work within 15 days of identification. The Consultant shall attend a collaboration meeting and finalize the scope of work for field condition change orders and assist in the finalization of the scope of work for design change orders within 30 days of identification. A cost estimate shall be prepared for negotiations within 45 days of identification. All change order negotiations will be completed within 60 days after identification. Should the Contractor be non-responsive or there has not been a full agreement in cost or terms, the Consultant shall assist the City with forced or "Time and Material" change orders either for the change order in its entirety, parts of the change order, or utilize allowances for parts of the change orders as appropriate. For forced change orders, the Consultant shall continue negotiations if requested by the Contractor to reach a lump sum agreement. For design change orders, the Consultant shall prepare a comparative estimate if the Contractor is not responsive to the request for proposal.

The Consultant will prepare a change order cost estimate with which to compare and negotiate the Contractor's cost quotation. The Consultant will then recommend acceptance or rejection of the terms of the change order to the City and, if accepted, prepare the change order documents for signature. If there is disputed extra work, the Consultant will work with the City, the Engineer of Record, and the Contractor until the disputed items are satisfactorily resolved. If the issues are not resolved, the Consultant will then track the items as a potential claim to project completion. The change order status will be included in the Monthly Status Report.

Assistance in addressing major change orders substantially altering the Contractor's scope of work, Contractor claims, or potential litigation can be authorized separately by the City, if desired. Final reconciliation change order is included under the closeout activities Subtask 1.8.

#### **Subtask 1.7 - Resident Project Representative (RPR)**

The Consultant's shall provide a part-time Resident Project Representative (RPR) for the Project on site. For purposes of this scope of work, a total of 340 hours of RPR time is included. The RPR is the Consultant's agent and will act as directed by and under the supervision of the Consultant's CM, and will confer with the Consultant regarding its actions. The RPR dealings at the site work shall in general be only with the Consultant and the Contractor. Dealings with subcontractors shall only be through or with full knowledge of the Contractor.

The RPR will monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for Contract Documents to determine that the Projects are constructed in reasonable conformity with such documents. The RPR shall also monitor off-site activities and fabrication, as appropriate. Keep detailed accurate records of the Contractor's operations and of significant events that affect the work and record separately any and all contested work and/or work extra work being claimed by the Contractor.

Written communication with the City shall be through the Consultant CM. Except upon written authorization from the City, the RPR shall not authorize any deviation from the Contract Documents; approve any substitute materials or equipment; undertake any responsibilities of the Contractor, subcontractor, or its superintendent; advise on, or issue directions relative to any aspect of the

Contractor's means and methods, techniques, sequences, or procedures of construction; advise or issue direction on safety issues, precautions, or programs in connection with the work; authorize the City to occupy the project in part or in whole; or participate in field or laboratory tests (observe and record only).

The RPR will observe sampling and testing of component materials and completed work in accordance with the Contract Documents. The RPR shall observe the Contractor's Quality Control activities.

#### **Subtask 1.8 - Project Closeout Activities**

The Consultant shall participate in the Contractor's Substantial Completion (SC) and Final Acceptance (FA) walkthroughs. Track the progress of the Substantial Completion punch list items. The Consultant will provide an assessment of satisfactory completion of the punch list items as part of FA.

The Consultant shall prepare the final reconciliation change order and assist with contract closeout negotiations and closeout documentation. Consultant shall assist the City with ensuring that no open claims remain at the time of FA.

### **TASK 2 - PROJECT AND QUALITY MANAGEMENT**

The project and quality management is comprised of the following elements:

#### **Subtask 2.1 - Quality Control Management**

The Consultant maintains a program of Quality Control (QC) on all of its projects. Monthly project review meetings and peer reviews will be scheduled over the project duration which the project manager will be required to attend and conform to internal quality management procedures.

#### **Subtask 2.2 - Preparation of Monthly Status Reports**

The Project Manager will prepare Monthly Status Reports summarizing activities completed, work remaining, change order statistics and identifying any problems which have occurred or anticipated needs.

### **TASK 3 - CEI CONTINGENCY SERVICES (NOT BUDGETED, TO BE PROVIDED UNDER SEPARATE AUTHORIZATION)**

The Consultant can provide the following additional services to the City upon authorization and corresponding compensation:

#### **Subtask 3.1 - Public Information Officer**

The City and Consultant will provide Public Information Services, as deemed necessary by the City. The provided Public Information Services will be in keeping the community aware of the Project status. With approval from the City, the Consultant shall prepare and disseminate information to the public, elected officials and the media of any upcoming events. The Consultant will produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the City will approve all responses, letters, news releases and the like. The Consultant shall provide timely, professional responses to Project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the City's representatives.

### **Subtask 3.2 - Aerial Photography**

The Consultant shall subcontract the performance of aerial photography prior to commencement and bi-monthly thereafter. Photographs shall be clean, sharp, and clearly show details. Each frame shall allow for a 15% to 25% overlap. The shutter speed should be such that all motion is eliminated. The subcontractor shall preserve negatives for at least three years from final acceptance of the Project. The name and date of the subcontractor that performed the work shall be on the back of all photographs. The photographs shall be reviewed and provided to the City.

### **Subtask 3.3 - Geotechnical Engineering**

The Consultant shall become familiar with the existing site conditions and the Contract Documents. The Consultant will observe and record the progress and quality of underground work to determine that such are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the City and direct the Contractor to correct such observed discrepancies.

### **Subtask 3.4 - Arbitration Assistance**

The Consultant will assist the City in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction Project covered by this Agreement. Services include the following:

- providing qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement
- providing off-site inspection services in addition to those provided for in this Agreement.

### **Subtask 3.5 - Post-Construction Claims Review and Recommendations**

Post construction claims for additional compensation and/or time submitted will be negotiate after the Consultant is discharged will be will be negotiated and affected through a separate professional agreement.

### **DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE CITY**

1. Participation in project meetings.
2. Provision of available information on the project and contract.
3. Assist with the City's internal handling of contractual matters with Contractor and other Firms or responsibilities under the Contract Documents.
4. The City will retain the services of the Engineer of Record to handle technical related decisions regarding the design, such as shop drawings and submittals reviews, respond to technical Request for Information (RFIs), participate in SC walk through, preparation of Record Drawings, etc.

### **TIME OF COMPLETION/SCHEDULE**

This proposal is based on an estimated construction time of 320 days (Notice to Proceed through Final Acceptance). Extension/continuation of CM services beyond this time period can be negotiated separately, if desired.

### **COMPENSATION AND PAYMENT**

Consultant will submit monthly invoices over the project duration on a time and materials basis. Consultant will invoice at actual costs at the provided billing rates for labor hours, plus reimbursables not to exceed \$198,050 as shown in **Attachment B**. The invoice shall be substantiated by a written Monthly Status Report.

## ATTACHMENT A

### Delineation of Certifications by CDM Smith Inc.

1. The Permittee shall retain a Florida-licensed professional engineer in accordance with subsection 62- 555.530(3), F.A.C., to take responsible charge of inspecting construction of the project for the purpose of determining in general if the construction proceeds in compliance with the permit, including the approved preliminary design report or drawings and specifications for the project.- **This certification can be provided by CDM Smith under the CEI contract.**
2. The Permittee shall have complete record drawings produced for the project in accordance with subsection 62-555.530(4), F.A.C.- **Contractor is responsible for preparing a complete set of record drawings. CDM Smith shall monitor adherence to this requirement.**
3. The Permittee shall provide an operation and maintenance manual for all new or altered facilities to fulfill the requirements under subsection 62-555.350(13) F.A.C.- **Contractor is responsible for preparing an operation and maintenance manual. CDM Smith shall monitor adherence to this requirement.**
4. The Permittee shall submit a certification of construction completion to the Department [Form 62-555.900(9)] and obtain approval or clearance, from the Department per Rule 62-555.345, F.A.C., before placing any public water system components constructed or altered under this permit in operation for any purpose other than disinfection, testing for leaks, or testing equipment operation. This does not prohibit the Permittee from cutting into existing water mains, and returning the water mains to operation in accordance with subsection 62-555.340(5), F.A.C., without the Department's approval. - **This certification can be provided by CDM Smith under the CEI contract.**
5. Chemicals that are contained in coatings that are applied to a surface in contact with drinking water, or are otherwise on equipment surfaces that come into contact with the water, and additives and chemicals used to treat water shall conform to American National Standards Institute (ANSI)/NSF International Standard 60-1988. Water system components whose surfaces come into contact with drinking water shall conform to ANSI/NSF Standard 61-1991. The authorized representative of the public water system shall certify in writing that each item conforms to the appropriate standard prior to release for operation. Ref. 62-555.320(3)(a), 62-555.320(3)(b) and 62-555.320(3)(d). - **Observations can be made regarding the application of the coatings, but the actual certification would need to come from the City.**
6. No more than one filter may be out of service at any one time. During the individual filter basin shutdown periods, the permittee should purchase water from other utilities to augment water production of the remaining three operating filters at the water treatment plant. In addition, no one new filter should be placed into operation without proper clearance from the department.- **Observations can be made by CDM Smith regarding the limits of filters out of service at any one time and the process of the City purchasing water from another utility.**
7. The proposed facility (well, raw/finished water mains, treatment units and tanks) shall be cleaned, disinfected and bacteriologically cleared in accordance with Chapter 62-555, F.A.C. The bacteriological clearance data shall be submitted to the Department with the engineer's certification of construction completion. Ref. 62-555.340- **This certification can be provided by CDM Smith under the CEI contract.**

# ATTACHMENT B

## CITY OF NORTH MIAMI WORK ORDER NO. 4 - WINSON WATER TREATMENT PLAN- CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

### SUMMARY OF LABOR HOURS AND COMPENSATION

| Task Number | Task Description                                    | Officer  | Principal/Associate | Senior Professional | Professional II/Construction Manager | Professional I | Senior Professional I | Professional I:Field | Professional I:Field | Project Administration | Total Labor Hours | Total Labor Dollars |
|-------------|---|----------|---------------------|---------------------|--------------------------------------|----------------|-----------------------|----------------------|----------------------|------------------------|-------------------|---------------------|
|             | Hourly Rates  | \$200.00 | \$175.00            | \$150.00            | \$135.00                             | \$115.00       | \$125.00              | \$100.00             | \$90.00              |                        |                   |                     |
| 1.0         | CONSTRUCTION MANAGEMENT SUPPORT SERVICES            |          |                     |                     |                                      |                |                       |                      |                      |                        |                   |                     |
| 1.1         | PROJECT CONSTRUCTION MEETINGS                       | 4        | 7                   | 9                   | 415                                  | 0              | 0                     | 15                   | 32                   |                        | 482               | \$63,780            |
| 1.2         | CONSTRUCTION MANAGEMENT CONSULT AND ADVISE          | 0        | 2                   | 13                  | 111                                  | 16             | 0                     | 15                   | 3                    |                        | 160               | \$20,895            |
| 1.3         | CONSTRUCTION MANAGEMENT SITE VISITS                 | 0        | 0                   | 0                   | 166                                  | 0              | 0                     | 15                   | 3                    |                        | 184               | \$24,180            |
| 1.4         | STARTUP SPECIALTY SITE VISITS                       | 0        | 0                   | 45                  | 10                                   | 0              | 0                     | 3                    | 3                    |                        | 61                | \$8,670             |
| 1.5         | REVIEW OF CONTRACTOR PAY APPLICATIONS AND SCHEDULES | 0        | 0                   | 0                   | 28                                   | 0              | 0                     | 0                    | 0                    |                        | 28                | \$3,780             |
| 1.6         | CHANGE MANAGEMENT ASSISTANCE                        | 2        | 3                   | 9                   | 78                                   | 0              | 0                     | 8                    | 6                    |                        | 106               | \$14,145            |
| 1.7         | RESIDENT PROJECT REPRESENTATIVE                     | 0        | 0                   | 0                   | 0                                    | 0              | 340                   | 0                    | 0                    |                        | 340               | \$42,500            |
| 1.8         | PROJECT CLOSEOUT ACTIVITIES                         | 2        | 5                   | 0                   | 53                                   | 0              | 0                     | 11                   | 12                   |                        | 82                | \$10,475            |
| 2.0         | PROJECT AND QUALITY MANAGEMENT                      |          |                     |                     |                                      |                |                       |                      |                      |                        |                   |                     |
| 2.0         | PROJECT AND QUALITY MANAGEMENT                      | 8        | 22                  | 4                   | 0                                    | 0              | 0                     | 0                    | 15                   |                        | 49                | \$7,400             |
|             | LABOR HOURS SUBTOTAL                                | 16       | 39                  | 80                  | 860                                  | 16             | 340                   | 67                   | 74                   |                        | 1,492             |                     |
|             | SUBTOTAL LABOR                                      | \$3,200  | \$6,825             | \$12,000            | \$16,300                             | \$1,940        | \$42,500              | \$6,700              | \$6,660              |                        |                   | \$195,825           |

#### SUMMARY

LABOR HOURS (Tasks 1.1-2.0) SUBTOTAL \$ 195,825  
 OUTSIDE PROFESSIONAL \$ .  
 ODC \$ 2,225  
 PROJECT TOTAL (Not-To-Exceed) \$ 198,050